

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES**

<p>DHSC, LLC d/b/a AFFINITY MEDICAL CENTER, COMMUNITY HEALTH SYSTEMS, INC., HOSPITAL OF BARSTOW, INC., d/b/a BARSTOW COMMUNITY HOSPITAL, WATSONVILLE HOSPITAL CORPORATION d/b/a WATSONVILLE COMMUNITY HOSPITAL and / or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, a single employer and / or joint employers and QUORUM HEALTH CORPORATION and QHCCS, LLC, successor employers</p> <p>and</p> <p>NATIONAL NURSES ORGANIZING COMMITTEE (NNOC), CALIFORNIA NURSES ASSOCIATION / NATIONAL NURSES ORGANIZING COMMITTEE (CNA/NNOC) and CALIFORNIA NURSES ASSOCIATION (CNA), NATIONAL NURSES UNITED</p>	<p>08-CA-167313</p>
<p>HOSPITAL OF BARSTOW, INC. d/b/a BARSTOW COMMUNITY HOSPITAL, COMMUNITY HEALTH SYSTEMS, INC., and / or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, a single employer and / or joint employers and QUORUM HEALTH CORPORATION and QHCCS, LLC, successor employers</p> <p>and</p> <p>CALIFORNIA NURSES ASSOCIATION / NATIONAL NURSES ORGANIZING COMMITTEE (CNA/NNOC)</p>	<p>31-CA-167522 31-CA-174673</p>

BLUEFIELD HOSPITAL COMPANY, LLC d/b/a BLUEFIELD REGIONAL MEDICAL CENTER, COMMUNITY HEALTH SYSTEMS, INC., and / or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, a single employer and / or joint employers and NATIONAL NURSES ORGANIZING COMMITTEE (NNOC), AFL-CIO	10-CA-168085 10-CA-151016 10-CA-153544 10-CA-174418 10-CA-177532
GREENBRIER, VMC, LLC d/b/a GREENBRIER VALLEY MEDICAL CENTER, COMMUNITY HEALTH SYSTEMS, INC., and / or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, a single employer and / or joint employers and NATIONAL NURSES ORGANIZING COMMITTEE (NNOC), AFL-CIO	10-CA-167330 10-CA-150997 10-CA-153336

**RESPONDENT HOSPITALS’ JOINDER OF MOTION OF QUORUM
HEALTH CORPORATION AND QHCCS, LLC TO RECONSIDER
ORDER DENYING MOTION TO SEVER**

As Respondents in the above-captioned cases, DHSC, LLC d/b/a
Affinity Medical Center, Hospital of Barstow, Inc. d/b/a Barstow
Community Hospital, Bluefield Hospital Company, LLC d/b/a Bluefield
Regional Medical Center, Greenbrier VMC, LLC d/b/a Greenbrier Valley
Medical Center and Watsonville Hospital Corporation d/b/a Watsonville
Community Hospital (hereafter, collectively at times, the “Hospitals”)
hereby join, by and through their Undersigned Counsel, the Motion of

Quorum Health Corporation and QHCCS, LLC (hereafter, collectively at times, the “Quorum Respondents”) for Reconsideration of Your Honor’s Order Denying the Quorum Respondents’ Motion to Sever.

BACKGROUND

The proceedings now before Your Honor arise from an Order Consolidating Cases, Third Consolidated Complaint (hereafter, the “Complaint”), which was issued by the General Counsel, *via* the Regional Director for Region 8, on September 26, 2016.¹ In the case of DHSC, LLC d/b/a Affinity Medical Center (hereafter, “Affinity”), Hospital of Barstow, Inc. d/b/a Barstow Community Hospital (hereafter, “Barstow”), and Watsonville Hospital Corporation d/b/a Watsonville Community Hospital (hereafter, “Watsonville”), the General Counsel alleges that they violated Section 8(a)(5) of the National Labor Relations Act, as amended (hereafter, the “Act”) by virtue of events that took place between July 2015 and January 2016.

More specifically, the General Counsel alleges that, in July 2015, Barstow unilaterally changed a policy related to overtime and imposed disciplinary actions based upon the changed policy, and in November 2015,

¹ The General Counsel recently issued an Amended Third Consolidated Complaint, but the amendments do not affect the joinder now before Your Honor. Accordingly, for the sake of reference and citation, the Hospitals shall focus upon the original Complaint of September 26, 2016.

Affinity, Barstow and Watsonville unilaterally offered voluntary benefits to the Registered Nurses represented by the Charging Party (hereafter, the “Union”). See Complaint, ¶¶ 29(A) and (B) [Affinity]; ¶¶ 31(A) and (B), 32 [Barstow]; ¶ 35(A) [Watsonville].² The General Counsel goes on to allege that, in November 2015, Affinity, Barstow and Watsonville informed the represented employees of the fact that, effective January 1, 2016, their retirement assets would be transferred to a new plan sponsored by QHCCS, and from January 1 to January 18, 2016, the employees were not able to manage their assets due to a “black-out” period. Id., ¶ 29(C) [Affinity]; ¶ 31(C) [Barstow]; ¶35(B) [Watsonville]. Lastly, the General Counsel alleges that, as of September 21, 2015, Affinity, Barstow and Watsonville refused to provide information and documentation related to their inclusion in a spinoff that was announced on August 3, 2016, but did not take place until April 29, 2016. Id., ¶ 30 (Affinity); ¶ 34 (Barstow); ¶ 36 (Watsonville).

On May 24, 2017, the Quorum Respondents presented Your Honor with a Memorandum in Support of a previous, oral Motion submitted by the Quorum Respondents (hereafter, the “Motion to Sever”), whereby they

² As to Barstow, the Complaint also alleges that, on or about August 6, 2015, the Hospital refused to provide the Union with information related to the alleged change in the overtime policy, and during some period of time that the Complaint does not identify specifically, the Hospital maintained a policy that is unlawful under Section 8(a)(1) of the Act. See Complaint, ¶¶ 33, 19.

requested that they be severed from the proceedings given the fact they were brought into the proceedings based only upon their alleged status as Golden State successors. On June 21, 2017, the General Counsel and the Union submitted Oppositions, and on June 26, 2017, the Motion to Sever was denied by Your Honor. On June 30, 2017, the Quorum Respondents filed a Motion for Reconsideration, which, for the reasons explained below, the Hospitals now join fully.

ARGUMENT

Like the Quorum Respondents, the Hospitals intended to reply to the Oppositions, which substantially distort the role that the Quorum Respondents play in terms of the question of whether any unfair labor practice has even taken place. Furthermore, the General Counsel and the Union ignore the fact that any risk of the relatively slight duplication of evidence is speculative and not averted by the litigation pathway they urged upon Your Honor. Equally so, the General Counsel and the Union ignore the breadth of the record necessary for any litigation of the Quorum Respondents' successor status and how the litigation of the successor allegations will substantially delay rulings on the alleged unfair labor practices, and in the process, expose Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center (hereafter, "Bluefield") and

Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center (hereafter, “Greenbrier”) to severe, undue prejudice. Lastly, the General Counsel and the Union fundamentally misconstrue the effect of the Court of Appeals’ possible (and the Hospitals would say, likely) invalidation of the Certifications of Representative issued as to the Registered Nurses employed by Affinity and Barstow (hereafter, collectively, the “Certifications”). For all of these reasons, the Hospitals respectfully request that Your Honor reconsider the Order, and upon reconsideration, grant the Motion to Sever.³

1.) The Quorum Respondents Have Virtually No Ties to the Alleged Unfair Labor Practices

As explained below, the question of what role, if any, the Quorum Respondents play in the adjudication of the merits has become confused, and in the process, the Hospitals have been exposed to the risk of severe, undue and incurable prejudice.

³ In the Opposition, the General Counsel argued that Your Honor should deny the Motion to Sever due to the Hospitals’ supposed recidivism. The Hospitals had intended to address, and debunk, the General Counsel’s arguments, but given the fact that the Order does not appear to rely upon these arguments by the General Counsel, the Hospitals have not burdened the present submission to Your Honor with any responsive argument. For the sake of the record, the Hospitals state their vehement disagreement with the General Counsel’s contentions, which, at times, border upon bad faith. By way of example, in spite of the fact Watsonville’s workforce has been represented by four different labor organization for well over a decade, the Board has never found Watsonville in violation of the Act.

In the Order, Your Honor states that, because of the timing of the alleged violations, the Quorum Respondents' role in the case goes beyond solely being Golden State successors. See Order, page 3. Respectfully, however, the Complaint does not allege that Quorum Health Corporation (hereafter, "QHC") or QHCCS, LLC (hereafter, "QHCCS") held any role other than Golden State successors. See Complaint, ¶¶ 3(D) and 3(E); see also Tr. 33 (General Counsel's opening statement: "[the] [c]omplaint alleges that Quorum Health Corporation and QHCCS are successors to the corporate parent"). The General Counsel does not allege that QHC or QHCCS directly violated the Act, nor does the General Counsel allege that QHC or QHCCS were a part of some single and / or joint employer that violated the Act. Based upon the Complaint now before Your Honor, the one and only basis for any liability against the Quorum Respondents is their alleged status as Golden State successors.

The successor liability claimed by the General Counsel arises from unfair labor practices that were allegedly committed by Affinity, Barstow and Watsonville **before** they were spun off to QHC. More specifically, as noted above, the Complaint alleges that, in November 2015, Affinity, Barstow and Watsonville offered voluntary benefits to represented employees, and during the same month, informed these employees of a

transfer of their retirement assets to a new plan effective January 1, 2016. See Complaint, ¶ 29 (Affinity); ¶ 31(B) and (C) [Barstow]; ¶ 35 (Watsonville). The Complaint also alleges that, on or about September 21, 2015, Affinity, Barstow and Watsonville refused to provide the Union with information and documentation related to the spinoff. Id., ¶ 30 (Affinity); ¶ 34 (Barstow); ¶ 36 (Watsonville). Whereas the unfair labor practices alleged by the General Counsel took place between November 2015 and January 2016, the spinoff did not occur until April 29, 2016. Id., ¶ 3(B)(2)(b).

The Hospitals recognize the fact the Complaint alleges the unfair labor practices continued in the wake of the spinoff, insofar as Affinity, Barstow and Watsonville allegedly engaged in ongoing refusals to bargain over changes to represented employees' terms and conditions of employment, and ongoing refusals to produce documentation and information requested by the Union. However, the fact the alleged unfair labor practices were ongoing does not relate to the antecedent question of whether an unfair labor practice took place. At most, the ongoing nature of the alleged unfair labor practices relate to the question of remedy (*e.g.*, the need for an Order under which the Hospitals would be compelled to bargain with the Union over the changes, and compelled to produce the documentation and information requested by the Union).

In summary, the ongoing nature of the alleged unfair labor practices, and the fact they allegedly travel through the point in time when the spinoff occurred, hardly place the Quorum Respondents center stage in terms of the evidence necessary for a determination of whether Affinity, Barstow or Watsonville violated the Act.⁴

2.) Any Risk of Duplication of Evidence is Speculative, And at Once, Unavoidable

In the Order, Your Honor concluded that severance would set up a separate proceeding that concerns the Quorum Respondents and likely require duplicative testimony. See Order, pages 3 – 4. For the reasons below, the Hospitals respectfully ask that Your Honor reconsider the conclusion.

To begin with, the need for a separate proceeding presumes that Your Honor will conclude that Affinity, Barstow and / or Watsonville engaged in an unfair labor practice. That is, of course, a theoretical possibility, but not the only theoretical possibility. In another few months, with the appointment of a new General Counsel, the litigation may be settled, or at least the allegations related to the Quorum Respondents' status as Golden

⁴ Worthy of note is the fact that the hearing that recently took place before Your Honor in Cleveland was able to progress productively in the absence of any documents produced by, or any witnesses appearing on behalf of, the Quorum Respondents.

State successors. Alternatively, the separate proceeding contemplated by Your Honor would be obviated by the Hospital(s)' performance of any awarded remedy, or as the General Counsel has acknowledged, later changes in the relationship between the Hospitals and the Quorum Respondents. See General Counsel's Opposition, page 4. Put simply, no one can be certain as to whether any separate proceeding will ever take place.

On the other hand, regardless of Your Honor's ruling on the Motion to Sever, the duplication of evidence referenced by the Order is certain to occur. See Order, pages 3 – 4. Like the case before Judge Laws, the alleged unfair labor practices before Your Honor are the subject of separate hearings, which are, themselves, separate from the hearing that will ultimately take place, presumably in Nashville, on allegations related to the corporate respondents. Because the parties have not and will not present evidence as to the alleged unfair labor practices and the vast majority of the evidence as to the alleged successor status of the Quorum Respondents as part of any one hearing taking place in any one location, any duplication of evidence would take place regardless of whether Your Honor addressed the successor allegations now as part of the merits phase of the litigation or later as part of a compliance proceeding. To be sure, the Hospitals believe that the extent of any duplication of evidence would be nearly *de minimis*, but in

any event, the duplication is unavoidable, and respectfully, should not serve as a basis to deny the Motion to Sever.

3.) Litigation of the Quorum Respondents' Successor Status Will Delay Adjudication on the Merits

Even under the presumption that some of the evidence truly necessary to develop an appropriate record on the question of whether Affinity, Barstow or Watsonville violated the Act may be cross-referenced by Your Honor in the context of whether the Quorum Respondents are Golden State successors, the record necessary for Your Honor's full consideration of the successor allegations will undoubtedly be substantially more voluminous. See *e.g.*, Miami Industrial Trucks, Inc., 221 NLRB 1223, 1224 (1975) (a successor analysis under Golden State considers, among other factors, substantial continuity in operations, location, workforce, working conditions, supervision, machinery, equipment, methods of production, product and services). Equally true, the litigation over the Quorum Respondents' successor status is very likely to breed numerous, unresolved disputes. Indeed, a key dispute may have already materialized in light of the General Counsel's Opposition to the Motion to Sever.

The General Counsel has not clearly and unambiguously addressed the question of whether, as part of the theory that the Quorum Respondents are Golden State successors, the General Counsel alleges and intends to

present evidence in support of the allegation that QHC and / or QHCCS is a party to a single employer and / or joint employer relationship with Affinity, Barstow and / or Watsonville. See Motion to Sever, page 4. Instead, Counsel for the General Counsel has offered only the cryptic statement that the General Counsel intends to adduce “evidence regarding Quorum Respondents and their relationship with Respondent Hospitals, as well as their relationship with Respondent CHSI and Respondent CHSPSC.” See General Counsel’s Opposition, page 4.

Under the presumption the General Counsel intends to allege a single employer and / or joint employer theory that encompasses QHC and / or QHCCS, and the further presumption that the General Counsel is authorized to pursue the theory⁵, the case before Judge Laws foreshadows what would likely take place as part of the proceedings before Your Honor. The General Counsel would, of course, serve Subpoenas *Duces Tecum* on the Hospitals’ Custodians of Record, which, in the case of the single employer and / or

⁵ The failure, or perhaps calculated refusal, to make instantly clear whether the General Counsel intends to offer evidence in support of any single and / or joint employer relationship beyond those alleged by the Complaint violates the Hospitals’ due process rights. The Hospitals respectfully reserve any and all rights to preclude the proffer of any evidence in support of any single and / or joint employer relationship not alleged by the Complaint, together with any and all rights to argue that the General Counsel has waived any right to pursue, and / or should be precluded from any opportunity to pursue, any single and / or joint employer relationship not alleged by the Complaint.

joint employer theory prosecuted before Judge Laws, were comprised of eighty-nine requests, many of which were broken down into subparts, and all of which called for the production of not only conventional hard copy documents but also electronically-stored information. A copy of the Subpoena *Duces Tecum* served upon Affinity, which is representative of the Subpoenas *Duces Tecum* served upon the other Hospitals, is attached hereto and made a part hereof as “Exhibit A.” The Subpoenas gave rise to numerous, unresolved disputes, and required the Hospitals to absorb dizzying levels of cost. In the case of Affinity alone, the search process cost roughly \$250,000.

Presumably, as part of any effort to prosecute before Your Honor a new, expanded single and / or joint employer theory, Affinity, Barstow and Watsonville would receive new, expanded Subpoenas *Duces Tecum*, which would surely breed, once again, numerous, unresolved disputes, together with virtually unmanageable levels of cost. Even under the presumption, for the sake of argument, the General Counsel later makes clear that no single employer and / or joint employer theory will be pursued as to QHC or QHCCS, the litigation over the Quorum Respondents’ successor status will

remain complex.⁶ See Motion for Reconsideration, page 2 (explaining the complexity of the General Counsel's successor theory). Additionally, notwithstanding the fact the Golden State allegations relate only to the Quorum Respondents' liability, the Hospitals will undoubtedly be forced to absorb high costs associated with challenges to far-ranging Subpoenas *Duces Tecum* and the need to attend lengthy hearings.

In the end, regardless of whatever may be the actual substance and scope of the General Counsel's successor theory, the General Counsel seeks to compound the complexity of the proceeding now before Your Honor, and do so before Your Honor has determined whether any violation of the Act has even taken place.

4.) The Lack of Severance Prejudices Bluefield and Greenbrier

On May 16, 2017, Counsel for the General Counsel provided Your Honor and the parties with an estimate of the damages allegedly arising from the unfair labor practices allegedly committed by Bluefield and Greenbrier. Though the Hospitals believe error abounds with the General Counsel's

⁶ The Hospitals respectfully reserve any and all rights to challenge any claimed entitlement on the part of the General Counsel or the Union to serve the Hospitals with Subpoenas *Duces Tecum* and / or Subpoenas *Ad Testificandum* in connection with any single employer and / or joint employer theory, inclusive of any version of the theory that may encompass the Quorum Respondents, as well as in connection with the alleged successor status of the Quorum Respondents.

calculations, the fact remains that, in the case of Bluefield, the General Counsel is seeking damages of \$2,256,846.00, and in the case of Greenbrier, the General Counsel is seeking damages of at least \$838,853.08.⁷ Needless to say, Bluefield and Greenbrier emphatically deny any unfair labor practice has taken place, but at the same time, each Hospital must recognize at least the theoretical possibility that Your Honor may determine that some or all of the unfair labor practices alleged by the General Counsel occurred, and award the monetary remedies sought by the General Counsel. In such an event, Bluefield and Greenbrier would be subject not only to substantial levels of damages, but also a compounding rate of interest. See Kentucky River Medical Center, 356 NLRB No. 8 (2010).

In light of the sizable damages sought by the General Counsel, Bluefield and Greenbrier plainly have a right to a prompt adjudication of whether they have engaged in any unfair labor practice. Apparently, however, the General Counsel not only believes that Bluefield and Greenbrier should endure delay on the resolution of the merits, but do so on the basis of allegations that have not a speck of relevance to their affairs, insofar as they were not a part of the spinoff. For whatever the reason, the

⁷ In the case of Greenbrier, the General Counsel claimed that the entire amount of damages has not been calculated because of the absence of documentation allegedly needed for the calculation of damages arising from one of the alleged unfair labor practices.

General Counsel made the choice to group Bluefield and Greenbrier together with Affinity, Barstow and Watsonville as part of single, consolidated pleading, and while the General Counsel may lay claim as the master of the complaint, he is not the master of the entire proceeding. Your Honor holds the discretion to sever an issue from the proceedings, and in order to spare the Hospitals of severe, and entirely undue prejudice, Bluefield and Greenbrier urge Your Honor to grant the Motion to Sever.

5.) The Board Would Not Be Free to Ignore, and the Proceedings Before Your Honor Would be Fundamentally Altered By, an Invalidation of the Certifications by the Court of Appeals

The General Counsel contends that a “prior Board decision is binding, **regardless** of what a circuit court subsequently decides,” and refers Your Honor to one case, notably from the Board and not a Court of Appeals, in support of the proposition. See Opposition, page 8 (emphasis added). Clearly, the U.S. Courts of Appeal would disagree with, if not take offense to, the General Counsel’s contention. Indeed, the Board’s refusal to heed superior law was the basis for a sanction recently imposed upon the Board by the very Court of Appeals that will pass judgment on the validity of the Certifications of Representative. See Heartland Plymouth Court MI, LLC v. NLRB, 838 F.3d 16, 29 (D.C. Cir. 2016) (“[l]et the word go forth: for however much the judiciary has emboldened the administrative state, *we*

‘say what the law is’ . . . in other words, administrative hubris does not get the last word under our Constitution”) (emphasis in the original).

As an alternative to the notion that the Board is free to ignore the rulings of any U.S. Court of Appeals, the General Counsel suggests that any invalidation of the Certifications by the D.C. Circuit would be virtually meaningless. In particular, by the General Counsel’s tortured logic, the unfair labor practices alleged by the Complaint would survive any invalidation of the Certifications, insofar as the underlying election victories in favor of the Union are set in stone and free of any challenge. See General Counsel Opposition, page 8. Not so. The General Counsel overlooks the fact that Affinity and Barstow have not only challenged the validity of the Certifications, but equally so, the validity of the Consent Election Agreements from which the elections arose. The simple fact of the matter is that the invalidation of the Certifications would bring about a sea change in the proceedings now before Your Honor.

CONCLUSION

For all the reasons set forth above, the Hospitals respectfully request that Your Honor reconsider the Order, and upon reconsideration, grant the Motion to Sever.

Dated: Glastonbury, CT
 July 5, 2017

Respectfully submitted,

/s/ _____

Bryan T. Carmody, Esq.
Carmody & Carmody, LLP
Attorneys for DHSC, LLC d/b/a Affinity
Medical Center, Hospital of Barstow, Inc.
d/b/a Barstow Community Hospital,
Bluefield Hospital Company, LLC d/b/a
Bluefield Regional Medical Center,
Greenbrier VMC, LLC d/b/a Greenbrier
Valley Medical Center, and Watsonville
Hospital Corporation d/b/a Watsonville
Community Hospital
134 Evergreen Lane
Glastonbury, CT 06033
(203) 249-9287
bcarmody@carmodyandcarmody.com

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 8**

<p>DHSC, LLC d/b/a AFFINITY MEDICAL CENTER, COMMUNITY HEALTH SYSTEMS, INC., HOSPITAL OF BARSTOW, INC., d/b/a BARSTOW COMMUNITY HOSPITAL, WATSONVILLE HOSPITAL CORPORATION d/b/a WATSONVILLE COMMUNITY HOSPITAL and / or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, a single employer and / or joint employers and QUORUM HEALTH CORPORATION and QHCCS, LLC, successor employers</p> <p>and</p> <p>NATIONAL NURSES ORGANIZING COMMITTEE (NNOC), CALIFORNIA NURSES ASSOCIATION / NATIONAL NURSES ORGANIZING COMMITTEE (CNA/NNOC) and CALIFORNIA NURSES ASSOCIATION (CNA), NATIONAL NURSES UNITED</p>	<p>08-CA-167313</p>
<p>HOSPITAL OF BARSTOW, INC. d/b/a BARSTOW COMMUNITY HOSPITAL, COMMUNITY HEALTH SYSTEMS, INC., and / or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, a single employer and / or joint employers and QUORUM HEALTH CORPORATION and QHCCS, LLC, successor employers</p> <p>and</p> <p>CALIFORNIA NURSES ASSOCIATION / NATIONAL NURSES ORGANIZING COMMITTEE (CNA/NNOC)</p>	<p>31-CA-167522 31-CA-174673</p>

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CERTIFICATE OF SERVICE

The Undersigned, Bryan T. Carmody, being an Attorney duly admitted to the practice of law, does hereby certify, pursuant to 28 U.S.C. § 1746, that, on July 5, 2017, the document above was served upon the following *via* email:

Aaron Sukert, Esq.
Counsel for the General Counsel
National Labor Relations Board, Region 8
1695 AJC Federal Office Building
1240 East Ninth Street
Cleveland, OH 44199
Aaron.Sukert@nlrb.gov

Stephen Pincus, Esq.
Counsel for the General Counsel
National Labor Relations Board, Region 8
1695 AJC Federal Office Building
1240 East Ninth Street
Cleveland, OH 44199
Stephen.Pincus@nlrb.gov

Ashley Banks
Counsel for the General Counsel
National Labor Relations Board, Sub-Region 11
4035 University Parkway, Suite 200
Winston-Salem, NC 27106
Ashley.Banks@nlrb.gov

Timothy Mearns
Counsel for the General Counsel
National Labor Relations Board, Sub-Region 11
4035 University Parkway, Suite 200
Winston-Salem, NC 27106
Timothy.Mearns@nlrb.gov

Carlos Gonzalez, Esq.
Counsel for the General Counsel
National Labor Relations Board, Region 31
11150 West Olympic Blvd., Suite 700
Los Angeles, CA 90064-1825
Carlos.Gonzalez@nlrb.gov

Leonard Sachs, Esq.
Counsel for Respondent Quorum Health Corporation
Howard & Howard
211 Fulton Street, Suite 600
Peoria, IL 61602
LSachs@HowardandHoward.com

Patrick McCarthy, Esq.
Counsel for Respondent Community Health Systems, Inc.

Howard & Howard
2950 South State Street, Suite 360
Ann Arbor, MI 48104
PMcCarthy@HowardandHoward.com

Robert Hudson, Esq.
Counsel for Respondents CHSPSC, LLC and QHCCS, LLC
Frost Brown Nixon
7310 Turfway Road, Suite 210
Florence, KY 41042
rhudson@fbtlaw.com

Micah Berul, Esq.
Counsel for Charging Party
2000 Franklin Street
Oakland, CA 94612
MBerul@CalNurses.Org

Nicole Daro, Esq.
Counsel for Charging Party
2000 Franklin Street
Oakland, CA 94612
NDaro@CalNurses.Org

Dated: Glastonbury, CT
July 5, 2017

Respectfully submitted,

/s/ _____

Bryan T. Carmody, Esq.
Carmody & Carmody, LLP
Attorneys for DHSC, LLC d/b/a Affinity
Medical Center, Hospital of Barstow, Inc.
d/b/a Barstow Community Hospital,
Bluefield Hospital Company, LLC d/b/a
Bluefield Regional Medical Center,
Greenbrier VMC, LLC d/b/a Greenbrier
Valley Medical Center, and Watsonville

Hospital Corporation d/b/a Watsonville
Community Hospital
134 Evergreen Lane
Glastonbury, CT 06033
(203) 249-9287
bryancarmody@bellsouth.net

EXHIBIT A

SUBPOENA DUCES TECUM**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**

To Angela Boyle, Director of Human Resources and/or Custodian of Records DHSC, LLC, d/b/a Affinity Medical Center
875 Eighth Street N.E. Massillon, Ohio 44646

As requested by Aaron Sukert and Stephen Pincus, Counsel for General Counsel

whose address is 1240 E. 9th Street Cleveland Ohio 44199
 (Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge
_____ of the National Labor Relations Board

at A hearing room, 1240 E. 9TH STREET, ROOM 1695

in the City of CLEVELAND, OH

on Tuesday, December 15, 2015 at 10:00 AM or any adjourned

or rescheduled date or
 continuous days thereafter or
 any other designated date to
 testify in

DHSC, LLC d/b/a Affinity Medical Center, Community Health Systems, Inc.,
 and/or Community Health Systems Professional Services Corporation, LLC, a
 single employer and/or joint employers
 08-CA-117890, et al.

(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

SEE ATTACHMENT

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

B-1-P6E4IJ

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at: Cleveland, Ohio

this 19th day of November 2015



[Signature]
 Chairman, National Labor Relations Board

NOTICE TO WITNESS. Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

DEFINITIONS AND INSTRUCTIONS

1. The term “document” means all written, recorded, and graphic materials and all electronic data of every kind in the possession, custody, or control of the recipient party of the subpoena. The term “documents” includes electronic correspondence, drafts of documents, metadata, embedded, hidden and other bibliographic or historical data describing or relating to documents created, revised, or distributed on computer systems, and all duplicates of documents (whether or not identical) in the files of or in the files maintained on behalf of all directors, officers, managers, or other supervisory employees, duplicates of documents in all other files that are not identical duplicates of the originals, and duplicates of documents the originals of which are not in the possession, custody, or control of the recipient party of the subpoena. The term “documents” includes spreadsheets, as well as underlying cell formulae and other codes.

The term “documents” also includes electronic mail messages and other documents and data stored in, or accessible through, computer or other information retrieval systems, such as personal computers, portable computers, workstations, minicomputers, personal data assistants, archival voice storage systems, group and collaborative tools, electronic messaging devices, portable or removable storage media, mainframes, servers, backup disks and tapes, archive disks and tapes, and other forms of online or offline storage, whether on or off company premises. Unless otherwise specified, the term “documents” excludes bills of lading, invoices in non-electronic form, purchase orders, customs declarations, and other similar documents of a purely transactional nature and also excludes architectural plans and engineering blueprints.

2. The term “Respondent CHSI” refers to Community Health Systems, Inc., its owners, officers, agents, representatives, successors and assigns.

3. The term “Respondent CHSPSC” refers to Community Health Systems Professional Services Corporation, or Community Health Professional Services Corp., LLC, its owners, officers, agents, representatives, successors and assigns.

4. The term “CHS/Community Health Systems, Inc.” refers to CHS/Community Health Systems, Inc., its owners, officers, agents, representatives, successors and assigns.

5. The term “Respondent Affinity” refers to DHSC, LLC d/b/a Affinity Medical Center, its owners, officers, agents, representatives, successors and assigns.

6. The term “Respondent Barstow” refers to Hospital of Barstow, Inc., d/b/a Barstow Community Hospital, its owners, officers, agents, representatives, successors and assigns.

7. The term “Respondent Bluefield” refers to Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center, its owners, officers, agents, representatives, successors and assigns.

8. The term “Respondent Fallbrook” refers to Fallbrook Hospital Corp., d/b/a Fallbrook Hospital, its owners, officers, agents, representatives, successors and assigns.
9. The term “Respondent Greenbrier” refers to Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center, its owners, officers, agents, representatives, successors and assigns.
10. The term “Respondent Kentucky River” refers to Jackson Hospital Corporation d/b/a Kentucky River Medical Center, its owners, officers, agents, representatives, successors and assigns.
11. The term “Respondent Watsonville” refers to Watsonville Community Hospital, its owners, officers, agents, representatives, successors and assigns.
12. The term “Respondent Affiliate” refers to any one of the following: Respondent Affinity, Respondent Barstow, Respondent Bluefield, Respondent Fallbrook, Respondent Greenbrier, Respondent Kentucky River and Respondent Watsonville.
13. The term “Respondent Affiliates” refers collectively to Respondent Affinity, Respondent Barstow, Respondent Bluefield, Respondent Fallbrook, Respondent Greenbrier, Respondent Kentucky River and Respondent Watsonville both collectively and individually.
14. The term “affiliate of Respondent CHSI” or “affiliate of Respondent CHSPSC” refers to any hospital affiliate of Respondent CHSI and/or Respondent CHSPSC.
15. The term “unit employees” refers to any of the employees described in the units plead in paragraphs 67 through 73 of the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing that issued on October 19, 2015.
16. The term “NNOC” refers to the National Nurses Organizing Committee, AFL-CIO.
17. The term “CNA/NNOC” refers to the California Nurses Association/National Nurses Organizing Committee.
18. The term “CNA” refers to California Nurses Association and California Nurses Association, National Nurses United.
19. The term “United Steelworkers” refers to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC.
20. The term “Cerner” refers to the Cerner electronic health record system, Cerner CPOE (Cerner Physician Order Entry system), and any other Cerner information technology systems utilized by CHS and the Respondent Affiliates.

21. (a) Copies may be produced in lieu of originals, provided that such copies are exact and complete copies of original documents and that the original documents be made available if necessary for the purposes of verifying the accuracy of such copies.

(b) Any copies of original documents which are different in any way from the original, whether by interlineations, receipt, stamp, notations, and indication of copies sent or received, or otherwise, shall themselves be considered original documents and must be produced separately from the originals or copies of originals satisfying the requirements of paragraph 18(a).

22. “Any”, “each”, and “all” shall be read to be all inclusive and to require the production of each and every document responsive to the request in which such terms appear.

23. “And” and “or” and any other conjunctions or disjunctions used herein shall be read both conjunctively and disjunctively, so as to make the request inclusive rather than exclusive and to require the enumeration of all information responsive to all or any part of each request in which any conjunction or disjunction appears.

24. Documents subpoenaed shall include all documents in your physical possession, custody or control, and/or in the possession of your present or former supervisors, agents, attorneys, accountants, advisors, investigators, and any other persons and companies directly or indirectly employed by, or connected with you.

25. If any documentation responsive to any request herein was, but no longer is, in your possession, custody or control, identify the document (stating its date, author, subject, recipients and intended recipients); explain the circumstances by which the document ceased to be in your possession, custody or control, and identify (stating the person’s name, employer title, business address and telephone number, and home address and telephone number) all persons known or believed to have the document or a copy thereof in their possession, custody or control.

26. If any document responsive to any request herein was destroyed, discarded, or otherwise disposed of for whatever reasons, identify the document (stating the date, author, addressee(s), recipients and intended recipients, title and subject matter); explain the circumstances surrounding the destruction and discarding or disposal of the document, including the timing of the destruction, identify all personnel who authorized the destruction, discarding or disposal of the document, and identify all persons known or believed to have the document or a copy thereof in their possession, custody or control.

27. This request is continuing and if additional responsive documents come to your attention following the date of production, such documents must be promptly produced.

28. This request contemplates production of responsive documents in their entirety, without abbreviation or expurgation.

29. All documents produced pursuant to this subpoena should be organized by subpoena paragraph: labels referring to the appropriate subpoena paragraph should be affixed to each document or set of documents.

30. If any document responsive to any request herein was withheld from production on the asserted ground that it is privileged, a privilege log must be produced with the following information:

- (a) the subpoena paragraph that the document is responsive to;
- (b) the author;
- (b) the recipient (if any);
- (c) the date of the original document;
- (d) the subject matter of the document;
- (e) the asserted ground of privilege.

31. Electronically stored information should be produced in the form or forms in which it is ordinarily maintained or in a reasonably usable form or forms. The NLRB considers “reasonably usable” productions of ESI to consist of ESI rendered to TIFF or PDF format (discussed below), accompanied by text extracted from the original electronic files and a load file containing metadata extracted and stored in a standard industry format (i.e. a load file suitable for loading into Concordance or a similar review platform). Unless otherwise agreed, the load file should contain: a unique identifier (i.e., Bates number) for each item, custodian, source device, source and folder path, file name, file path, production path, modified date, modified time, to, from, cc, bc, date sent, time sent, subject, date received, time received and attachment information (i.e., attachment names and separate fields listing the beginning and ending bates ranges of attachments). Where available, message ID and thread ID and conversation indexes should also be produced. The Board Agent is open to discussing alternative forms of production, and can provide additional more detailed load file specifications upon request.

32. All images, paper documents scanned to images, or rendered ESI, shall be produced as 300 dpi single-page TIFF files, CCITT Group IV (2D Compression). Documents should be uniquely and sequentially Bates numbered with an endorsement burned into each image. All TIFF file names shall include the unique Bates number burned into the image. Each Bates number shall be a standard length, include leading zeros in the number, and be in unique for each produced page.

33. All spreadsheet and presentation files (e.g. Excel, PowerPoint) shall be produced in the unprocessed “as kept in the ordinary course of business” state (i.e. in native format). The file produced should maintain the integrity of all source, custodian, application, embedded and related file system metadata.

34. All hidden text (e.g. track changes, hidden columns, mark-ups, notes) shall be expanded and rendered in the image file. For files that cannot be expanded the native files shall be produced with the image file. All non-graphic embedded objects (Word documents, Excel spreadsheets, WAV files, etc) that are found within a file shall be extracted and produced. For

purposes of production the embedded files shall be treated as attachments to the original file, with the parent/child relationship preserved.

35. Prior to any production of responsive data from a structured database (e.g., Oracle, SAP, SQL, MySQL, QuickBooks, etc.) or from a proprietary application (e.g., proprietary timekeeping, accounting, sales rep call notes, CRMs, SharePoint etc.) the producing party shall first provide the database dictionary and a list of all reports that can be generated from the structured database or proprietary application.

36. Identify, collect and produce any and all data which is responsive to this subpoena which may be stored in audio or video recordings, cell phone/PDA/Blackberry/smart phone data, tablet data, video/audio conferencing (e.g. GoTo Meeting, WebEx), and related/similar technologies. However, such data, logs, metadata or other related files, as well as other less common but similar data types, shall be produced after consultation with and written consent of the Board Agent about the format for the production of such data. Prior to any production of responsive data from Social Media (e.g., Twitter, Facebook, Google+, LinkedIn, etc.) The recipient party of the subpoena shall first discuss with Counsel for the General Counsel the potential export formats before collecting the information.

37. De-duplication of exact copies within a custodian's data may be performed, but all "filepaths" must be provided for each duplicate document. The recipient party of the subpoena shall not use any other procedure to cull, filter, group, separate or de-duplicate, etc (i.e. reduce the volume of) responsive material before discussing with and obtaining the written approval from Counsel for the General Counsel.

38. If the recipient of the subpoena uses or intends to use software or technology to identify or eliminate potentially responsive documents and information produced in response to this subpoena, including but not limited to search terms, predictive coding, near-deduplication, de-duplication and email threading, the recipient of the subpoena must provide a detailed description of the method(s) used to conduct all or any part of the search. If search terms will be used, in whole or in part, to identify documents and information that are responsive to this subpoena, provide the following: (1) a list of the proposed search terms; (2) a description of the search methodology (including the planned use of stem searches and combination (or Boolean) searches); (3) a description of the applications that will be used to execute the search.

39. Unless otherwise stated, each request in this subpoena covers the period from January 1, 2012 to the present.

Documents Subpoenaed

1. Documents showing the current ownership and all other legal relationships between or among Respondent CHSI and/or Respondent CHSPSC and Respondent Affinity.
2. All corporate resolutions and documents announcing, or showing minutes of, board meetings for Respondent Affinity which reference Respondent CHSI, Respondent CHSPSC and/or CHS/Community Health Systems, Inc.
3. All documents showing agreements, including, but not limited to, Management Services Agreements, and any amendments or updates to those agreements, between or among Respondent CHSI, Respondent CHSPSC and CHS/Community Health Systems, Inc., and Respondent Affinity for consulting and other services provided by Respondent CHSI, Respondent CHSPSC or CHS/Community Health Systems, Inc. to Respondent Affinity.
4. All corporate resolutions of Respondent Affinity authorizing, approving, affirming and/or confirming the agreements referenced in paragraph 3 above.
5. All documents setting forth Respondent Affinity' Board of Director members and corporate officers.
6. For the individuals for whom responsive documents are produced regarding paragraph 5 above, all documents reflecting whether said person holds other office, title and/or employment with Respondent CHSI, Respondent CHSPSC and/or CHS/Community Health Systems, Inc.
7. All annual reports and statements of information filed by Respondent Affinity with its Secretary of State or comparable office for the period January 1, 2010 to the present.
8. All organizational charts/bulletins for Respondent Affinity including any list or roster, that identifies any of Respondent Affinity's management teams.
9. All organizational charts showing any and all interrelationships between and among Respondent Affinity and each of the following: Respondent CHSI, Respondent CHSPSC, and CHS/Community Health Systems, Inc.
10. Any information technology organizational charts for Respondent CHSI, Respondent CHSPSC and Respondent Affinity.
11. Documents that identify the domain names (i.e., .com, .net) owned or used by Respondent Affinity, including documents showing the entity that owns such domains.

12. Documents that identify the entity that manages electronic mail sent to or from the domain names owned or used by Respondent CHSI, Respondent CHSPSC and Respondent Affinity.
13. Documents sufficient to show the current Respondent CHSI and/or Respondent CHSPSC position or job descriptions for the current Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, and Chief Nursing Officer for Respondent Affinity.
14. Documents sufficient to show the most recent Respondent CHSI, Respondent CHSPSC and CHS/Community Health Systems, Inc. annual performance review for all current Chief Executive Officers, Chief Operating Officers, Chief Financial Officers, and Chief Nursing Officers for Respondent Affinity.
15. Documents sufficient to show all Respondent CHSI, Respondent CHSPSC and CHS/Community Health Systems, Inc. solicitations, announcements, notices, correspondence, interview notes, rankings of candidates, decisions and approvals for hiring for all Chief Executive Officers, Chief Operating Officers, Chief Financial Officers, and Chief Nursing Officers for Respondent Affinity, including but not limited to any transfers from any affiliates to or from Respondent Affinity, or from Respondent CHSI, Respondent CHSPSC and/or CHS/Community Health Systems, Inc. to Respondent Affinity.
16. Documents sufficient to show communications between or among Respondent Affinity and Respondent Affiliates, and between or among Respondent Affinity and Respondent CHSI and/or Respondent CHSPSC regarding any raises, bonuses, and other compensation for all Chief Executive Officers, Chief Operating Officers, Chief Financial Officers, and Chief Nursing Officers of Respondent Affinity.
17. Documents that show any Vice President of Operations for Respondent CHSI and/or Respondent CHSPSC serving as an interim CEO at Respondent Affinity.
 - (a) Documents showing the identity of any such individual.
 - (b) Documents showing the dates and location of such occurrence.
18. Documents sufficient to show raises, bonuses, and other compensation for all Chief Executive Officers, Chief Operating Officers, Chief Financial Officers, and Chief Nursing Officers for Respondent Affinity authorized or approved by Respondent CHSI and/or Respondent CHSPSC.
19. Documents showing the participation of Respondent CHSI and/or Respondent CHSPSC in decisions to hire, including but not limited to providing the criteria for hiring, or shared application procedures; discipline or terminate the employment of employees at Respondent Affinity.

20. Documents showing Step Four and Five grievance appeals by employees of Respondent Affinity to officials of Respondent CHSI and/or Respondent CHSPSC and the results of those appeals.
21. Copies of the following documents:
- a. All versions of Community Health Systems (Respondent CHSI and/or Respondent CHSPSC) or Respondent Affinity's Code of Conduct maintained at or by Respondent Affinity;
 - b. All versions of Community Health Systems (Respondent CHSI and/or Respondent CHSPSC) Culture Handbook, or Respondent Affinity Culture Handbook maintained at or by Respondent Affinity;
 - c. All versions of Community Health Systems (Respondent CHSI and/or Respondent CHSPSC) Human Resources Policies and Procedures Manual maintained at or by Respondent Affinity;
 - d. All versions of complete Human Resources Manuals maintained at Respondent Affinity;
 - e. Communications from Respondent CHSI and/or Respondent CHSPSC to Respondent Affinity regarding:
 - i. Code of Conduct;
 - ii. Culture Handbook
 - iii. Community Health Systems (Respondent CHSI and/or Respondent CHSPSC) Human Resources Policies and Procedures Manual;
 - iv. any other Human Resources Manuals.
 - f. Documents reflecting whether employees of Respondent Affinity have been subject to any versions of the following:
 - i. Code of Conduct;
 - ii. Culture Handbook;
 - iii. Community Health Systems Human Resources Policies and Procedures Manual.
 - g. Communications between Respondent CHSI, and/or Respondent CHSPSC and/or Respondent Affinity and the NNOC regarding any versions of the following:
 - i. Community Health Systems Code of Conduct;
 - ii. Culture Handbook;
 - iii. Community Health Systems Human Resources Policies and Procedures Manual;
 - iv. and any other Human Resources Manuals;
 - h. Communications from Respondent CHSI, Respondent CHSPSC and Respondent Affinity to any employees of Respondent Affinity regarding any versions of the following:
 - i. Community Health Systems Code of Conduct;
 - ii. Culture Handbook;
 - iii. Community Health Systems Human Resources Policies and Procedures Manual;
 - iv. and any other Human Resources Manuals.

22. Copies of the following documents:
 - a. All versions of any Model Employee Handbooks;
 - b. All versions of any Employee Handbooks and revisions to Employee Handbooks maintained at Respondent Affinity;
 - c. Communications between Respondent CHSI and/or Respondent CHSPSC and/or Respondent Affinity with the NNOC regarding any Model Employee Handbooks, and Employee Handbooks, including any revisions.
 - d. Communications from Respondent CHSI, Respondent CHSPSC and Respondent Affinity to any employees of Respondent Affinity regarding any versions of any Model Employee Handbooks and any Employee Handbooks.
23. Documents showing communications between Respondent CHSI, and/or Respondent CHSPSC and Respondent Affinity regarding labor organizing activity at Respondent Affinity.
24. Any guidelines, policies, procedures and other form documents provided by Respondent CHSI and/or Respondent CHSPSC to Respondent Affinity for its use, and any documents reflecting the adoption, rejection or modification by Respondent Affinity of any such guidelines, policies, procedures and other form documents.
25. Copies of all versions of the “Community Health Systems” Talent acquisition and retention manual maintained at Respondent Affinity.
26. All documents, including but not limited to any contracts or agreements, reflecting any negotiations between (1) Respondent CHSI, Respondent CHSPSC and/or CHS/Community Health Services, Inc. and (2) any employee benefits provider for the provision of any employee benefits covering employees of Respondent Affinity.
27. All summary plan descriptions for any pension/401(k), medical, short-term/long-term disability plans, life insurance, critical illness, accident, ID Theft, purchasing power, auto and home insurance, long term care insurance, any other welfare benefit plans, and any retirement wellness plans covering employees of Respondent Affinity.
28. All documents reflecting any licenses granted to Respondent Affinity for the use of the “CHS logo.”
29. All documents between or among Respondent CHSI, and Respondent Affinity, Respondent CHSPSC, and/or CHS/Community Health Systems, Inc. referencing the ownership, operation, and use of websites maintained for the purpose of hiring, payroll or accessing labor employment policies.
30. Documents reflecting participation by Jan Ellis on behalf of Respondent CHSPSC and/or Respondent CHSI during the course of any collective-bargaining negotiations for Respondent Affinity.

31. All documents, including but not limited to charts, reflecting a summary of changes and/or list of changes to Human Resources policies made to terms and conditions of employment at Respondent Affinity.
32. Documents reflecting any training or training requirements for employees of Respondent Affinity that are provided or recommended by Respondent CHSI and/or Respondent CHSPSC, including but not limited to training offered through the Advanced Learning Center.
33. All documents that review or evaluate Respondent Affinity' operations conducted by Respondent CHSI and/or Respondent CHSPSC, including any periodic audits, compliance audits, financial reports or operational reports.
34. Documents showing communications between or among Respondent CHSPSC, Respondent CHSI, and/or Respondent Affinity regarding the following:
 - a. performance standards, quality standards or other metrics at Respondent Affinity, including but not limited to monthly report cards, 90 day plans, documents reflecting period reviews of Respondent Affinity's financial position;
 - b. whether and to what degree Respondent Affinity has met these performance standards, quality standards or metrics, including any audits or reviews of Respondent Affinity;
 - c. any corrective actions taken as a result of any performance standards, quality standards or other metrics, including all documents or memoranda addressing performance rehabilitation of Respondent Affinity; and
 - d. any employees of Respondent Affinity that have suffered any adverse consequences for Respondent Affinity's failure to meet any performance standards, quality standards or metrics of Respondent CHSI and/or Respondent CHSPSC.
35. All documents reflecting any centralized or standardized services performed by Respondent CHSI and/or Respondent CHSPSC for the benefit of Respondent Affinity regarding the following:
 - a. Accounting;
 - b. Acquisitions and Development;
 - c. Ancillary Services;
 - d. Clinical Services;
 - e. Tax Services;
 - f. Finance and Treasury;
 - g. Division Operations, including development, operational and financial management;
 - h. Health Information Management (including Cerner);
 - i. Human Resources;
 - j. Information Services;

- k. Legal Services;
 - l. 'Managed Care;
 - m. Marketing;
 - n. Materials Management;
 - o. Medical Staff Development;
 - p. Operations and Operations Support related to construction planning, management, capital budgeting, procurement, and emergency department management;
 - q. Patient Financial Records;
 - r. Physician Practice Support;
 - s. Quality and Resource Management;
 - t. Revenue Management;
 - u. Payroll; and
 - v. Risk Management, Insurance and Employee Safety.
36. Documents showing the purpose and role of the "CHS Confidential Disclosure Reporting Program Hotline" for employees of Respondent Affinity.
 37. Documents showing shared or centralized operations among and between Respondent CHSI, Respondent CHSPSC, CHS/Community Health Systems, Inc. and/or Respondent Affinity and other Respondent Affiliates in procurement and materials management, including but not limited to centralized management of medical supplies, equipment and pharmaceuticals, and facilities management, including but not limited to, standardized interiors, lighting, and furniture programs, and construction planning and management.
 38. All versions of the "CHS Policy on Written Verbal and Telephone Orders pre/post CPOE (Computer Provider Order Entry)" maintained at Respondent Affinity.
 39. To the extent not otherwise covered above, documents showing communications between Respondent CHSI and/or Respondent CHSPSC and Respondent Affinity regarding the implementation, modification and maintenance of the Cerner information technology system at Respondent Affinity for the period from January 1, 2013 to the present.
 40. Documents, including but not limited to minutes or notes reflecting discussions about Cerner at regional "HUB" meetings held by Respondent CHSI and/or Respondent CHPSC with Respondent Affinity.
 41. Documents reflecting the identity of any Regional "HUB" managers from Respondent CHSI, Respondent CHSPSC and Respondent Affinity, who are performing services related to Cerner and electronic health records for Respondent Affinity.
 42. From January 1, 2013 to the present, any documents from the CHS Service Desk, including but not limited to documents from or to Larry Chavarria, Team Lead, Service Desk, Community Health Systems, to employees of Respondent Affinity regarding

planned encryption solution upgrades, planned outages, or any changes to the information technology used at Respondent Affinity.

43. Documents reflecting any communications from or to Respondent CHSI and/or Respondent CHSPSC to Respondent Affinity regarding information technology issues at Respondent Affinity, including but not limited to help ticket reporting summary documents, enhancement requests, recommendations from "CAST Teams," clinical systems management process documents and CPOE flow chart.
44. For the period from January 1, 2013 to the present, any documents submitted from Respondent CHSI and/or Respondent CHSPSC to employees of Respondent Affinity concerning changes in Cerner procedures, Community Health Systems Information Technology Security Policies or Information Systems, including but not limited to iconnect documents.
45. Documents showing Respondent CHSI's and/or Respondent CHSPSC's monitoring of the operations of Respondent Affinity to maximize patient admissions and/or medical procedures.
46. Documents showing the frequency with which Respondent Affinity sends census reports to Respondent CHSI and/or Respondent CHSPSC on patient levels.
47. All versions of the charter for the CHS Audit and Compliance Committee.
48. All documents reflecting that Respondent Affinity comply with a corporate integrity agreement between Respondent CHSI and/or Respondent CHSPSC and the Office of Inspector General of the Department of Health and Human Services, including but not limited to any audits or monitoring of coding, patient bill/claim audits, quality and patient care audits, and documentation assessments conducted by Respondent CHSI and/or Respondent CHSPSC of Respondent Affinity.
49. All documents reflecting requirements that Respondent Affinity comply with any other corporate integrity agreements or compliance programs involving Respondent CHSI, Respondent CHSPSC and/or CHS/Community Health Systems, Inc.
50. All documents showing centralized or shared operational, reimbursement, regulatory or compliance programs, among and between Respondent CHSI and Respondent Affinity, among and between Respondent CHSPSC and Respondent Affinity, and among and between CHS/Community Health Systems, Inc. and Respondent Affinity.
51. Documents showing whether Respondent Affinity has a separate compliance department from Respondent CHSI and/or Respondent CHSPSC, and documents from Respondent CHSI and/or Respondent CHSPSC advising Respondent Affinity regarding the creation or maintenance of its own compliance department.

52. Any communications from Respondent CHSI, Respondent CHSPSC and/or Respondent Affinity to employees of Respondent Affinity indicating that Respondent Affinity's employees are subject to discipline for failing to comply with any corporate integrity training.
53. Any documents reflecting that Respondent Affinity be operated in accordance with a corporate compliance program, financial accounting rules and standards set forth by Respondent CHSI and/or Respondent CHSPSC, including submission to internal and external auditing, and operation in accordance with the requirements of any CHS Compliance Program related to legal or regulatory compliance.
54. From January 1, 2015 to the present, documents reflecting visits by personnel of Respondent CHSI and/or Respondent CHSPSC to Respondent Affinity to ensure compliance with any policies of Respondent CHSI and/or Respondent CHSPSC.
55. Documents showing communications between and/or among Respondent Affinity and to Divisional Offices of Respondent CHSI and/or Respondent CHSPSC regarding salary increases of any type, including, but not limited to, key hospital management, nurses or other unit employees.
56. Documents showing communications between and/or among Respondent CHSI and/or Respondent CHSPSC Division Human Resources Director and/or Respondent CHSI and/or Respondent CHSPSC Vice President of Finance, and Respondent Affinity regarding special additional pay rates reflecting charge pay, educational achievement premiums, shift differential pay, or per diem premiums, or any wage increases for unit employees and/or management employees of Respondent Affinity.
57. Documents between and/or among Respondent CHSI and/or Respondent CHSPSC and Respondent Affinity reflecting the establishment of any annual merit wage increase program at Respondent Affinity.
58. Documents showing Respondent CHSI's and/or Respondent CHSPSC's input in developing, reviewing, and/or approving budgets of Respondent Affinity.
59. Documents from Respondent Affinity showing all executed loan applications, loan documents, promissory notes, security instruments, and guarantee agreements between (a) Respondent CHSI or Respondent CHSPSC or CHS/Community Health Systems, Inc. or any entity with any legal relationship to Respondent CHSI or Respondent CHSPSC or CHS/Community Health Systems, Inc. and (b) Respondent Affinity.

60. Any documents reflecting any cash management services program provided by Respondent CHSI and/or Respondent CHSPSC, or any entity with a legal relationship with either Respondent CHSI and/or Respondent CHSPSC thereof, in which Respondent Affinity participates, including but not limited to any separate agreements, and any policies and procedures provided by Respondent CHSI and/or Respondent CHSPSC to Respondent Affinity.
61. Documents showing any transfer of money between or among: (1) Respondent Affinity and (2) Respondent CHSI, Respondent CHSPSC and/or any affiliates of Respondent CHSI and/or Respondent CHSPSC, in excess of \$250,000, including documents reflecting any approval process for such transfer.
62. Any contracts signed on behalf of Respondent Affinity by Respondent CHSI and/or Respondent CHSPSC.
63. All documents reflecting the participation of Respondent Affinity in any insurance programs administered by Respondent CHSI and/or Respondent CHSPSC, including but not limited to hospital professional liability, medical professional liability, general liability, employment practices liability, casualty loss, and other insurable/insured events.
64. All documents reflecting the participation of Respondent Affinity in any risk management programs administered by Respondent CHSI and/or Respondent CHSPSC, including but not limited to, claims management, adjustment and prevention assistance.
65. Any annual notices, including open enrollment forms, to employees of Respondent Affinity regarding their pension/401(k), medical, short-term/long-term disability plans, and any other welfare benefit plans.
66. Documents reflecting any process, plan or procedure followed by Respondent CHSI and/or Respondent CHSPSC to recruit, develop and/or retain executives at Respondent Affinity, including but not limited to Leadership Assessment profiles of candidates, C-suite recruiting reports, Leader evaluation forms, recruiting metric reports, and turnover retention forecasting.
67. Documents sufficient to show requests from Respondent Affinity for extension or reduction of leave for Chief Executive Officers, Chief Operating Officers, Chief Financial Officers, and Chief Nursing Officers for Respondent Affinity authorized or approved by Respondent CHSI and Respondent CHSPSC for the period from January 1, 2012 to the present.

68. Documents, including, but not limited to, Request for Exception to Personnel Policy, HR Form 1, sufficient to show all one-time or permanent exceptions granted or authorized by Respondent CHSI to Respondent Affinity to policies set forth in the Community Health Systems (Respondent CHSI and/or Respondent CHSPSC) Human Resources Policies and Procedures Manual for the period of January 1, 2011 to the present.
69. Documents showing employee requisitions submitted by Respondent Affinity for approval by Respondent CHSI and/or Respondent CHSPC prior to extending an offer of employment for all new or replacement employees at Respondent Affinity, and responses by Respondent CHSI and/or Respondent CHSPSC to those submissions for the period January 1, 2012 to the present.
70. Documents showing Respondent CHSI's and/or Respondent CHSPSC's Division of Human Resource Director's review of arrested or indicted employees of Respondent Affinity to continue employment, be terminated, or placed on investigative suspension without pay for the period from January 1, 2011 to the present.
71. Documents referencing Respondent Affinity' request for reclassification of assigned position grades for positions to a Division Human Resources Director and Division Vice President of Finance for Respondent CHSI and/or Respondent CHSPSC, for the period from January 1, 2011 to the present.
72. Documents showing any communications from Respondent CHSI and/or Respondent CHSPSC "Community Health Systems'" Senior Director of Surgical Services Pat Turner to employees of Respondent Affinity identifying changes to medical procedures, including but not limited to, safe procedure checklists, bedside safe procedure checklists, and operating room checklists at Respondent Affinity, for the period from January 1, 2013 to the present.
73. Documents showing communications referencing fee calculations and payments of services submitted from Respondent Affinity to Respondent CHSI and/or Respondent CHSPSC for the period from January 1, 2013 to the present.
74. Any documents pertaining to a "leadership drive" for online policies for employees of Respondent Affinity showing the following:
 - a. the employees of Respondent CHSI, Respondent CHSPSC, or Respondent Affinity who have access to such a drive;
 - b. the employees of Respondent CHSI, Respondent CHSPSC or Respondent Affinity who operate such a drive;
 - c. the employees of Respondent CHSI, Respondent CHSPSC or Respondent Affinity responsible for updating the drive;
 - d. employees of Respondent CHSI, Respondent CHSPSC or Respondent Affinity held accountable for policies on the drive.

- e. communications between and among employees of Respondent Affinity, Respondent CHSI, and Respondent CHSPSC regarding the operation and updating of the drive.
- 75. Documents reflecting any requirement or recommendation from Respondent CHSI and/or Respondent CHSPSC to or adopted by Respondent Affinity to utilize a particular “vendor credentialing service.”
 - 76. Any documents reflecting the review and/or evaluation by Respondent CHSI and/or Respondent CHSPSC of Chief Executive Officer, Chief Nursing Officers, Chief Financial Officer, and Assistant Administrators for Respondent Affinity.
 - 77. Reports filed by Respondent Affinity with the Division Operations of Respondent CHSI and/or Respondent CHSPSC regarding development, operational and financial management needs.
 - 78. All documents reflecting the participation by Respondent CHSI and/or Respondent CHSPSC in the recruitment of specialized or technical personnel for Respondent Affinity.
 - 79. Any documents reflecting Respondent Affinity’s agreement to participate in discount purchasing and rebate programs offered by Respondent CHSI and/or Respondent CHSPSC.
 - 80. Any documents reflecting the role of Respondent CHSI and/or Respondent CHSPSC in formulating charity care policies and procedures, administrative discount policies and procedures, and point of service collection practices and policies for Respondent Affinity.
 - 81. Any documents reflecting the identities and duties of any employees of the Quality and Resource Management Department of Respondent CHSI and/or Respondent CHSPSC serving as members of a quality committee for Respondent Affinity.
 - 82. All Focus Action Plans submitted by Respondent Affinity to Respondent CHSPSC and/or Respondent CHSI for failing to meet budgetary goals.
 - 83. Monthly CEO Reports and Volume Action Plans from Respondent Affinity to Respondent CHSI and/or Respondent CHSPSC.
 - 84. Documents reflecting arranged financing of projects and approved building project census reports from Respondent Affinity to Respondent CHSI and/or Respondent CHSPSC.
 - 85. Documents reflecting approval by Respondent CHSI and/or Respondent CHSPSC for Respondent Affinity to access contingency funds to purchase equipment.
 - 86. Documents reflecting any centralized location where the funds for Respondent Affinity are maintained.

87. Any documents reflecting Respondent Affinity's failure to be in accordance with accounting practices of the CHS Compliance program.
88. Documents for the period from January 1, 2013 to the present showing Respondent CHSI's and/or Respondent CHSPSC's Accounting Office's monthly or other periodic journal entries for reimbursed costs between Respondent Affinity and any other Respondent Affiliate for the provision of consulting services.
89. Documents showing Respondent CHSI and/or Respondent CHSPSC requiring Respondent Affinity to prepare a report, status report, or meet a financial goal established by Respondent CHSI and/or Respondent CHSPSC.

ATTACHMENT A: AFFINITY MEDICAL CENTER

90. For Case 08-CA-117890, documents reflecting the following:
- a. Respondent Affinity's receipt of the original charge dated November 27, 2013, including documents reflecting the date that the original charge was received by Respondent Affinity;
 - b. Respondent Affinity's receipt of the amended charge dated December 17, 2014, including documents reflecting the date the amended charge was received by Respondent Affinity;
 - c. Respondent Affinity's receipt of the second amended charge dated May 21, 2014, including documents reflecting the date the second amended charge was received by Respondent Affinity;
 - d. Respondent Affinity's receipt of the third amended charge dated September 18, 2015, including documents reflecting the date the third amended charge was received by Respondent Affinity.
91. For Case 08-CA-124398, documents reflecting the following:
- a. Respondent Affinity's receipt of the original charge dated March 13, 2014, including documents reflecting the date that the original charge was received by Respondent Affinity;
 - b. Respondent Affinity's receipt of the first amended charge dated May 20, 2014, including documents reflecting the date the amended charge was received by Respondent Affinity;
 - c. Respondent Affinity's receipt of the second amended charge dated May 21, 2015, including documents reflecting the date the second amended charge was received by Respondent Affinity.
92. For Case 08-CA-130717, documents reflecting the following:
- a. Respondent Affinity's receipt of the original charge dated June 30, 2014, including documents reflecting the date that the original charge was received by Respondent Affinity;
 - b. Respondent Affinity's receipt of the first amended charge dated May 26, 2015, including documents reflecting the date the amended charge was received by Respondent Affinity;
 - c. Respondent Affinity's receipt of the second amended charge dated May 21, 2015, including documents reflecting the date the second amended charge was received by Respondent Affinity.
93. For Case 08-CA-131772, documents reflecting the following:
- a. Respondent Affinity's receipt of the original charge dated June 30, 2014, including documents reflecting the date that the original charge was received by Respondent Affinity;
 - b. Respondent Affinity's receipt of the first amended charge dated May 26, 2015, including documents reflecting the date the amended charge was received by Respondent Affinity.

94. For Case 08-CA-144212, documents reflecting the following:
- a. Respondent Affinity's receipt of the original charge dated January 9, 2015, including documents reflecting the date that the original charge was received by Respondent Affinity;
 - b. Respondent Affinity's receipt of the first amended charge dated May 26, 2015, including documents reflecting the date the amended charge was received by Respondent Affinity;
 - c. Respondent Affinity's receipt of the second amended charge dated July 21, 2015, including documents reflecting the date the second amended charge was received by Respondent Affinity.
95. For Case 08-CA-153759, documents reflecting the following:
- a. Respondent Affinity's receipt of the original charge dated June 8, 2015, including documents reflecting the date that the original charge was received by Respondent Affinity;
 - b. Respondent Affinity's receipt of the first amended charge dated July 2, 2015, including documents reflecting the date the amended charge was received by Respondent Affinity;
 - c. Respondent Affinity's receipt of the second amended charge dated September 29, 2015, including documents reflecting the date the second amended charge was received by Respondent Affinity;
 - d. Respondent Affinity's receipt of the third amended charge dated September 30, 2015, including documents reflecting the date the third amended charge was received by Respondent Affinity.
96. Any and all documents showing all involvement or participation in, including recommendations made by Kiley Drake in the following actions concerning Respondent Affinity's employees:
- a. hiring
 - b. transferring
 - c. suspending
 - d. laying off
 - e. recalling
 - f. promoting
 - g. discharging
 - h. assigning work
 - i. rewarding
 - j. disciplining
 - k. scheduling or granting of time off
 - l. assigning overtime
 - m. adjusting grievances
 - n. directing work
 - o. evaluating employees

97. All documents showing the following for Kiley Drake:
 - a) job title, position and job description;
 - b) method or manner of compensation (hourly or salaried);
 - c) designation on payroll;
 - d) fringe benefits;
 - e) wage rate;
 - f) duties and responsibilities;
 - g) any involvement in the formulation and effectuation of management policies;
 - h) attendance at management meetings.
98. Copies of the personnel file for Kiley Drake and any and all other files or documents maintained by Respondent Affinity concerning her employment.
99. Documents reflecting the job duties and responsibilities of Jan Ellis at Respondent Affinity, as the human resources representative and/or Director, Employee Relations, including but not limited to a job description.
100. Documents reflecting communications by Jan Ellis on behalf of Respondent Affinity with the NNOC during the period from July 2013 through the present.
101. For the period from August 1, 2013 to August 23, 2013, any documents reflecting insufficient staffing levels at Respondent Affinity, including but not limited to complaints or reports by RNs, any Assignment Despite Objection forms received by Respondent Affinity.
102. For the period from August 1, 2013 to August 15, 2013, documents reflecting the number of patients assigned per nurse on the medical surgical floor.
103. To the extent not already covered above, for the period from August 1, 2013 to August 15, 2013, any documents reflecting any communications or attempted communications by Michelle Custer regarding insufficient staffing levels on the medical surgical floor, including but not limited to communications to/from Chief Nursing Officer Bill Osterman, secretary Pam Hughes, Bed Nurse Beth Varner and Supervisor Maureen Piersol.
104. All documents memorializing a meeting held on August 23, 2013 between Respondent Affinity and its employee Michelle Custer.
105. All documents reflecting, referring, or relating to Assignment Despite Objection Forms, from January 1, 2013 to August 23, 2013, including but not limited to documents reflecting the number of Assignment Despite Objection Forms filed, the removal and any instructions to remove any such forms from employees' file folders/mailboxes, and any policies regarding Assignment Despite Objection Forms.

106. The complete personnel file for Michelle Custer.
107. For the period from May 3, 2013, until about August 23, 2013, any documents referencing any concerted activities or union activities engaged in by Michelle Custer.
108. All documents from January 1, 2013 to August 23, 2013 reflecting, referring or relating to the decision to discipline Michelle Custer on August 23, 2013.
109. All documents, including but not limited to witness statements, internal memoranda, correspondence, file memoranda, collected as part of any investigation into Michelle Custer's conduct which relates to her discipline on August 23, 2013.
110. Any documents that discuss, describe or relate to a June 10, 2014 denial of RN Barbara Rowe's request for representation by NNOC during the course of an interview.
111. For the period from October 5, 2012 to August 23, 2013, any disciplines issued to any employees for the violation of any versions of Respondent Affinity's chain of command policy which is available on Respondent Affinity's intranet system.
112. Any communications from Respondent Affinity to its employees regarding attendance at staff meetings, including but not limited to ICU Weekly Updates, communications or any documents reflecting an obligation to attend 50% of staff meetings, or an obligation to attend 3 unit meetings to receive a "3" on an evaluation.
113. All documents showing Respondent Affinity's policy and procedures concerning performance evaluations and/or performance reviews for its employees, including but not limited to any documents maintained by Human Resources or accessible to unit employees.
114. Any documents reflecting communications made to Respondent Affinity's employees during the course of a staff meeting held on September 4, 2015 in the ICU Department.
115. Any disciplines issued to Respondent Affinity's employees for not attending 50% of staff meetings.
116. Any evaluations issued to Respondent Affinity's employees in which an employee did not earn at least a "3" for attending 3 unit staff meetings.
117. Any documents reflecting the procedure for assigning patients to various floors, including but not limited to the telemetry, ICU, and medical surgical floors, at Respondent Affinity's Massillon, Ohio facility.
118. All documents reflecting any correspondence between NNOC and Respondent Affinity, including but not limited to documents referring or relating to the NNOC's request

and/or demand to bargain related to the following:

- a. effects of the implementation of Cerner, including the Cerner Electronic Health Records System in about June 2013 and the Cerner Computer Physician Order Entry System on about July 26, 2015, including but not limited to June 12, 2013 and June 12, 2014 requests to bargain and any responses;
- b. nurse attendance at 50% of staff meetings, including but not limited to an August 6, 2013 demand to bargain and any responses;
- c. merit wage increases;
- d. to the extent not already covered in any preceding paragraph, changes or revisions to work rules contained in the Affinity Employee Handbook and any Code of Conduct;
- e. for the period from about December 1, 2014 to the present, the effects of a change in the procedure for assigning patients to various floors at Respondent Affinity's Massillon, Ohio facility.

119. For the period from January 1, 2011 to the present, documents reflecting communications from Respondent Affinity to its employees regarding any procedures related to the assignment of patients to floors, and any advance notice provided to RNs on the receiving floor of a transfer or admission.

120. All documents reflecting any communications between Respondent Affinity and its employees concerning the following:

- a. the implementation of Cerner, including the Cerner Electronic Health Records System and the Cerner Computer Physician Order Entry System;
- b. nurse attendance at 50% of staff meetings;
- c. granting of merit wage increases;
- d. to the extent not already covered in a preceding paragraph, changes or revisions to work rules contained in the Affinity Employee Handbook and any Code of Conduct;
- e. change in the procedure for assigning patients to various floors at Respondent Affinity's Massillon, Ohio facility.

121. All documents, including any correspondence between the NNOC and Respondent Affinity, related to any demand and/or request to bargain regarding the following:

- i. August 8, 2013 disciplinary suspension to its employee Tracy Shay;
- ii. August 12, 2013 request to bargain about the disciplinary suspension to Tracy Shay;
- iii. August 23, 2013 request to bargain regarding an investigatory suspension issued to Michelle Custer;
- iv. August 23, 2013 discipline issued to Michelle Custer;
- v. February 12, 2015 performance improvement plan issued to Michelle Custer;
- vi. February 12, 2015 second written warning/two-day suspension issued to

- its employee Michelle Custer;
 - vii. March 13, 2015 termination of Michelle Custer;
 - viii. March 13, 2015 issuance of a retroactive unpaid suspension to Michelle Custer for the period from about February 26, 2015 to about March 13, 2015;
 - ix. February 18, 2015 two-day disciplinary suspension to Frederick MacWithey;
 - x. February 25, 2015 request to bargain about the discipline issued to Frederick MacWithey;
 - xi. March 6, 2015 termination of Scott Rhoades;
 - xii. March 6, 2015 issuance of a retroactive unpaid suspension to Scott Rhoades for the period from about February 24, 2015 to March 6, 2015.
122. All documents, including but not limited to any correspondence and any attachments, that discuss, describe or relate to the following information requests:
- a. August 5, 2013 request for information related to discipline issued to Lisa Quick;
 - b. August 12, 2013 request for information related to the suspension of Tracy Shay;
 - c. August 12, 2013 request for information related to the termination of Brenda Dellacheisa;
 - d. August 23, 2013 request for information related to discipline issued to Michelle Custer;
 - e. September 6, 2013 request for information related to discipline issued to Bridget Borojevich;
 - f. October 14, 2013 request for information related to discipline issued to Mary Beth Steed;
 - g. May 28, 2014 request for information related to wage increases;
 - h. June 19, 2014 request for information related to discipline issued to Brenda Haught;
 - i. June 10, 2014 request for information related to discipline issued to Barbara Rowe;
 - j. June 27, 2014 request for information related to discipline issued to Barbara Rowe;
 - k. June 12, 2014 information request;
 - l. June 23, 2014 information request regarding Cerner;
 - m. July 21, 2014 information request regarding Cerner;
 - n. August 20, 2014 information request related to communications regarding budget approval;
 - o. January 16 and 21, 2015 information request related to the investigatory suspension issued to Michelle Custer;
 - p. February 5, 2015 information request related to the investigatory suspension issued to Michelle Custer;
 - q. February 25, 2015 information request related to an investigatory suspension issued to Scott Rhoades;
 - r. April 22, 2015 information request related to Richelle Angstadt.

123. All documents, including but not limited to Respondent Affinity's bargaining notes and bargaining proposals concerning merit wage increases, budget approval to Respondent CHSI and/or Respondent CHSI for wage increases, revisions to work rules contained in Employee Handbooks, information requests, technology assessment proposal and Cerner/ CPOE implementation.
124. For the period from June 21, 2013 to the present, all documents pertaining to concerns of RNs and the NNOC related to:
- a. Computer competency and integrity of the Cerner system;
 - b. Failure to plan for the interruption of the Cerner system;
 - c. Training and education of RNs on Cerner/CPOE;
 - d. Need for technical support;
 - e. Frequency of modifications and enhancements to the Cerner/CPOE system;
 - f. Impact of Cerner issues on workload and staffing of RNs;
 - g. Impact of Cerner upon patient safety due to delays in patient care.
125. For the period from June 21, 2013 to the present, documents reflecting issues with Cerner performance related to the following:
- a. medication errors, including but not limited to, inaccurate medication times, medication scheduling , and access to medications;
 - b. Scanning issues;
 - c. Loss of data and crashing of the system;
 - d. Access to patient records;
 - e. Incorrect descriptors and inaccurate drop-down menus;
 - f. Incorrect calculations in intake and output, and arterial pressure portions of the chart;
 - g. Switching screens on the system, including order screens, and medication screens, as well as switching between patient screens;
 - h. Inability for nurses to input or make changes using independent judgment;
 - i. "Hard stops" preventing RNs from going to the next screen;
 - j. Failure to properly train nurses on Cerner resulting in medication and other errors;
 - i. Discharges of patients resulting from errors;
 - j. Physicians' inability to access off-site or difficulty in entering orders;
 - k. Inability of RNs to document in accordance with Ohio Nurses Practices Act;
 - l. Computer prompts that are unable to be dismissed by RNs in an emergency.
126. Documents reflecting all disciplines issued to RNs due to errors in Cerner, including Cerner electronic health records and CPOE, including but not limited to:
- a. Lateness in administering medication due to Cerner failure to accurately reflect an order to administer medication or to communicate the order to an RN;
 - b. Failure to properly document in CPOE;
 - c. Extra time needed to document in Cerner CPOE.

127. Documents reflecting the “Go Live” implementation dates and training dates for Cerner in 2013 and 2014.
128. From the period from 2007 to the present, documents, including but not limited to, all policies, rules and regulations and communications, that reflect or refer to:
 - a. The dates when Respondent Affinity conducted performance reviews for RNs;
 - b. The amounts of merit wage increases granted to RNs;
 - c. The names of RNs who received merit wage increases;
 - d. The method by which the annual wage increases for RNs were calculated;
 - e. The dates when merit wage increases were granted to RNs, including any dates of retroactivity;
 - f. The relationship between RNs’ scores on performance reviews to the amounts granted in any wage increases;
 - g. Communications to employees regarding merit wage increases;
 - h. Communications to the NNOC regarding any merit wage increases.
129. Any documents referencing Respondent Affinity’s decision not to grant annual wage increases to RNs in 2014.
130. Documents reflecting positions currently held or held at anytime since about January 1, 2012 with Respondent CHSI and/or Respondent CHSPSC by the following individuals:
 - a. Bill Hanlon;
 - b. Susan Koosh;
 - c. Elizabeth Pruitt.

With respect to the above items, an agent of the Regional Director offers to meet with you and/or your legal representative at your premises or at any other mutually agreeable location at a mutually agreeable time prior to the return date of this subpoena to examine the documents subpoenaed and/or to enter into stipulations concerning the contents of the subpoenaed documents.

In lieu of the information sought in some of the paragraphs to be designated by the General Counsel, a signed notarized statement may be furnished setting forth the information contained therein, provided the pertinent records are made available to Board agents for the purpose of checking the accuracy of such statement in the event a Board agent deems such action to be necessary.

If the recipient of the subpoena has already provided particular documents to Region 8, Regions 10 or Subregion 11, Region 21, 31 and 32, then in lieu of providing those requested documents, the recipient does not need to re-produce those documents, as long as the recipient identifies those particular documents, indicates when it has provided those documents to the particular Region, to whom it provided those documents at the Region, and the method by which the documents were already provided, and as long as pertinent records are made available to Board agents for the purpose of checking the accuracy of such statement in the event a Board agent deems such action to be necessary.

Specifically, in lieu of production on the date of hearing, Respondent may comply with this subpoena by delivering all documents requested to the Cleveland office of the National Labor Relations Board, Region 8, on or before the close of business on Friday, December 11 , 2015 or at another mutually agreeable time.

The recipient of this subpoena can provide the documents to the Counsel for the General Counsel in an electronic format based upon mutual agreement with Counsel for General Counsel.